How to Obtain FLIPDock Software, Version 0.4 β

1. Using a typewriter or block print lettering, complete all of the requested information in the attached Software License Agreement and sign under the heading “Recipient Scientist” on the last page. Include your institutional email address to receive the download instructions. Post-Docs and Graduate Students need to have the principal investigator of their lab sign as the “Recipient Scientist”.

2. Have the agreement signed by an officer of your institution. Examples of authorized officials are President, Vice President for Research, Vice Provost, Legal Counsel, Director of Technology Transfer, or some other designated officer authorized to legally bind your institution.

3. Check your application to be sure it has all of the requested information and signatures. If we receive an incomplete or unreadable application, it will delay your receipt of the software.

4. Fax and **mail** one original signed Agreement to:

   Dr. Michel Sanner  
The Scripps Research Institute  
10550 N. Torrey Pines Road, TPC-26  
La Jolla, CA 92037 U.S.A.  
Phone: (858) 784-7742  
FAX: (858) 784-2341

5. Upon receipt of the completed Agreement, you will receive, by email, instructions to download the files. Any questions regarding the completion of this License Agreement should be directed to: Dr. Michel Sanner, Phone: 1-(858) 784-7742 or Email: sanner@scripps.edu
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___________________________________________, having an address at _________________________________________ ("Recipient") and _________________________ ("Recipient Scientist").

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B. TSRI desires to grant to Recipient and Recipient desires to obtain from TSRI a nonexclusive license to use the Software solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:
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1.1 “Software” shall mean the FLIPDock 0.1 beta computer program in machine readable Linux binary form.

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10. NONASSIGNABILITY. Any and all assignments of this Agreement or any rights granted hereunder by Recipient without the prior written consent of TSRI are void except (i) to an affiliate of Recipient or (ii) as expressly permitted hereunder.

11. GOVERNING LAW: JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

12. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be
supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party’s duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**Recipient:**

By: __________________________________________ (Authorized Official)

Name/Title: __________________________________________

Date: _______________________________________________

**TSRI:**

By: ___________________________________________________

Name/Title: ______________________________________________

Date: ___________________________________________________

**Acknowledge and Agree:**

By: _________________________________________ (Recipient Scientist)

Name/Title: ______________________________________________

Date: _______________________________________________

Department: ______________________________________________

Fax: ____________________________________________________

Address: _______________________________________________

Email*: ______________________________________________

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